

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 24
1. REQUEST NO. DTRT57-05-Q-80111		2. DATE ISSUED 04/12/2005		3. REQUISITION/PURCHASE REQUEST NO. 46-3102	
				4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
				RATING	
5a. ISSUED BY Acquisition Management Division Volpe Center 55 Broadway Cambridge MA 02142				6. DELIVERY BY (Date)	
				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
				9. DESTINATION	
				a. NAME OF CONSIGNEE U.S. DOT/RITA/Volpe Center	
5b. FOR INFORMATION CALL: (No collect calls)					
NAME Michael Attachi		TELEPHONE NUMBER AREA CODE 617 NUMBER 494-2136		b. STREET ADDRESS 55 Broadway	
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS				c. CITY Cambridge	
d. CITY		e. STATE		f. ZIP CODE	
				d. STATE MA e. ZIP CODE 02142	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 04/26/2005 1500 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>The U.S Department Of Transportation/Research and Innovative Technology Administration/Volpe National Transportation Systems Center (Volpe Center), located in Cambridge Massachusetts hereby solicits a Request for Quote (RFQ) using the authority in FAR Part 6.302 in conjunctiton with Simplified Acquisition Procedures to the Center for Neighborhood Technology (CNT) based in Chicago, Illinois. The NAICS Code is 541990 and the small business Size Standard is \$6M.</p> <p>The overall Period of Performance for this requirement shall be 59 weeks from the date the Contracting Officer signs the Purchase Order.</p> <p>The Government intends to make a Firm Fixed Price Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
					AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTRT57-05-Q-80111

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>(FFP) award.</p> <p>In order for the Government to make an award, offeror must be registered within the Central Contractor Registration (CCR). For more information, log onto http://www.ccr.gov</p> <p>Attachments: A. Statement of Work B. Terms and Conditions</p> <p>To provide expertise in Community-Based Planning in accordance with attached Statement of Work (SOW).</p>				

ATTACHMENT A.

STATEMENT OF WORK

I. Background and Purpose

The U.S. Department of Transportation's Volpe National Transportation Systems Center (Volpe Center) is researching ways to improve public decision-making related to transportation projects. The transportation arena must interact with other areas including land use planning, housing and economic development, promotion of job growth, environmental stewardship, and civic responsibility. Each of these areas has disparate missions, professional assumptions, technical language, and stakeholders. All these factors may affect communications and cause conflicts between transportation planning agencies and the communities they serve. This research project will focus on the potentially beneficial, but overlooked, role that community-based organizations can play in bridging the gap between transportation planning agencies and communities. The outcome of this project will be a set of tools and resources that can be provided to state, regional, and local transportation and planning agencies and community-based organizations to assist in overcoming obstacles that may arise in the development of a transportation plan or the implementation of a transportation project.

The following list identifies the primary elements of the project:

- ◆ **Task 1** - Gather data through a literature review and interviews of experts
- ◆ **Task 2** - Identify conflict factors based on analysis of data gathered
- ◆ **Task 3** - Obtain resources and tools designed to respond to the conflict factors identified
- ◆ **Task 4** - Test resources and tools by conducting one or more pilot workshops
- ◆ **Task 5** - Assemble a toolkit to be made available to agencies and organizations involved in transportation planning.

II. Technical Tasks

The contractor shall formally respond to this statement of work by submitting a task plan. This plan should include a more specific schedule for completion of contract deliverables, as well as any recommended modifications to the contractor's responsibilities as given herein.

Period of performance for Task Plan: Contractor shall submit a revised task plan within two business weeks of receiving the request for quotation.

Task 1 ~ Gather Data

Under this task, a strategy will be developed and implemented to identify the specific conflicts that may arise in the transportation planning and development process and potential solutions for overcoming these conflicts. The contractor shall execute six activities in this task:

- In a 1-5 page memorandum, define the characteristics of community-based organizations and provide a typology of the types of CBOs. This typology will be used to determine whom to interview and provide a check on the completeness and diversity of the data-gathering effort.
- Provide a draft list of materials to include in a literature review. These may include publications or electronic materials. Volpe Center staff will obtain and review these materials and add to them as appropriate.
- Draft an interview protocol with questions on four topics: (1) the typical points of conflict between planning agencies and communities, (2) the probable reasons for that conflict, (3) potentially useful resources or tools for mitigating that conflict, and (4) potentially viable settings in which to test those resources. Because the interviewees will be representing different types of organizations, the protocol is to be structured so that it can be tailored to the roles and perspectives of the disparate interviewees.
- Provide a list of no fewer than 12 and no more than 20 individuals to participate in 1- to-2-hour telephone interviews. The list will include contact information (address, telephone, and e-mail address) for each individual. The list must provide balanced representation among the communities of interest (CBOs, MPOs, and SDOTs), and transportation modes (highways and transit).
- Revise the protocol, list of potential interviewees, and the list of documents upon receiving comments from Volpe Center staff. Comments will be provided two business weeks after receiving the documents.
- Participate in two or more conference calls to discuss the interview protocol and the list of documents and comments on these two deliverables.

Period of performance for Task 1 Deliverables: Contractor shall complete all deliverables under Task 1 within eleven business weeks of receiving a final task plan from Volpe.

Task 2 - Identify Conflict Factors

Volpe Center staff will conduct a literature review once the contractor submits a revised list of documents. After the literature search is completed, Volpe Center staff will provide the contractor with an analysis of their findings. Also, Volpe Center staff will conduct the interviews after the contractor submits the revised versions of the protocol and list of interviewees. After the interviews are completed, Volpe Center staff will provide the contractor with summaries from the interviews. Under this task, the contractor will review information gathered in the previous task to identify prominent areas of conflict and propose resources and tools that should be considered to address these conflicts.

The contractor shall execute five activities in this task:

- Submit a draft analysis of the interviews consisting of findings for each of the four topics presented in the interview protocol. Volpe Center staff will review and revise the analysis, if necessary, within two weeks of receipt of the analysis.

- Review and analyze Volpe Center staff's documentation of their literature review. Volpe Center staff will revise the literature review analysis, if necessary, within two weeks of receipt of the analysis.
- Using the revised interview and literature review analyses, submit a 1- to 5-page memorandum recommending tools and resources that should be considered for testing in pilot workshops. The memorandum will briefly describe each tool or resource, including an example when possible, and if a refinement of the tools or resources is required before use in the pilot workshops. Several different type of possible tools and resources should be investigated:
 - concise, user-friendly summaries of relevant legislation and regulations
 - contact list of experts who could be utilized by agencies and communities needing support for conflict management
 - annotated bibliography of useful publications, studies, websites, etc.
 - interactive tool for identifying appropriate public involvement techniques
 - case studies of facilitated workshops or other sessions involving CBOs and transportation planning agencies
 - lessons learned and recommendations from expert interviews

This list is illustrative only. In general, these possibilities are limited by being somewhat conventional and static. The contractor's performance will be evaluated based in part on the extent to which the recommended tools and resources contain certain characteristics:

- are progressive
 - are innovative
 - can be productively applied in a variety of planning contexts
 - demand active engagement by users
 - foster honest, thorough interaction among the communities of interest that are the subject of this project
 - can be used with little or no technical assistance or facilitation.
- Prepare a memorandum describing the audiences who would use the recommended resources and tools.
 - Meet with Volpe Center staff to develop a list of resources and tools that will be used in Task 3 and to identify which tools and resources will be obtained and refined, if necessary, by the contractor and which by Volpe Center staff.

Period of performance for Task 2 Deliverables: Contractor shall complete all deliverables under Task 2 within seven business weeks of completing Task 1.

Task 3 - Obtain Resources and Tools

This tasks covers assembling a set of resources and tools. The contractor shall execute four activities in this task:

- Based on the identification of responsibilities from Task 2, obtain designated resources and tools and refine them, if necessary. The contractor will prepare electronic copies of the tools and resources, where possible; otherwise submit hard copies of them.
- Meet with Volpe Center staff to share presentations of the tools and resources
- Develop an outline for a plan to apply the resources and tools in any given transportation planning setting. The plan will describe what the tools and resources would be used and how they would be used under two scenarios: (1) as part of a response to a joint request for facilitated assistance from transportation planning agency and CBO representatives in the setting of a real and pressing planning challenge and (2) as a toolkit, disseminated upon request, but with no additional intervention or technical assistance.
- Using the prepared outline, draft a complete plan and submit an electronic copy that Volpe Center staff will review and revise, if necessary, within two weeks of receipt of the documents.

Period of performance for Task 3 Deliverables: Contractor shall complete all deliverables under Task 3 within eleven business weeks of completing Task 2. This estimate includes a 3-week period from the start of the task until the Volpe Center staff complete their interviews and submit their interview summaries.

Task 4 - Test Resources and Tools

The recommended resources and tools will be tested under this task. Tests will most likely be conducted in situations where there has been no prior studies or research. The contractor shall execute six activities in this task:

- Propose one location to test the resources and tools acquired in the previous task, under the first scenario described in Task 3. Identify the transportation planning agencies and CBOs at that location with which to partner and a statement of their interest and commitment to participate. The contractor should propose one or more dates for the pilot workshop. Volpe Center staff will review the proposal and approve it, approve it subject to resolving comments, or ask for a different proposal.
- Submit a draft concept, design, and agenda for this workshop. The draft material will explain the expected products and outcomes of each workshop, estimate the duration of each, recommend participants (by agency affiliation and position), provide a preliminary agenda, and show how resources and tools would be used. The draft materials will be submitted electronically in Microsoft Word. Volpe Center staff will receive and revise materials.
- Develop a PowerPoint presentation designed to function as the backbone for the workshop. Volpe Center staff will produce whatever hard copies are needed. Revise the presentation after receiving comments from Volpe Center staff.
- Provide the Volpe Center team with all information required to contact workshop participants in order to schedule and coordinate the workshop.
- Participate in the execution of the workshop, which will be jointly facilitated by Volpe Center and contractor staff. Volpe Center staff will produce workshop materials.

- Submit electronically draft proceedings of the workshop including a characterization of lessons learned from the experience, both for (a) those involved in conflictive transportation planning situations and (b) those who might be asked to provide assistance in such situations. Volpe will develop final proceedings and lessons learned and produce hard copies.

NOTE: The contractor may propose holding more than one workshop. If Volpe Center staff approve additional workshops, the characterization of lessons learned for each workshop must be completed before substantial work on the next workshop is started.

Period of performance: This task will start immediately after the completion of Task 3. Time from the start of this task to the first workshop will be nine business weeks. Three weeks will be added for each additional workshop. The task shall be completed within three business weeks after the execution of the last workshop.

Task 5 – Assemble a Final Set of Resources and Tools

Under this task, the final set of resources and tools will be assembled into a “toolbox” and made ready for distribution. The contractor shall execute one activity in this task:

- Compile a final toolkit in electronic form and submit it to Volpe Center staff for review and revision. The toolkit will include documentation of the workshops and the tools developed in Task 3. Volpe Center staff will revise the toolkit, if necessary, and produce copies for distribution.

Period of performance: Contractor shall complete all deliverables under Task 5 within eight business weeks of completing Task 4.

III. Summary of Deliverables

Task 1 - Gather Data

1. Memorandum on the characteristics of CBOs
2. Draft list of material to include in a literature search
3. Draft interview protocol
4. Draft list of potential interviewees and contact information
5. Revised list of material to include in a literature search
6. Revised interview protocol
7. Revised list of potential interviewees and contact information

Task 2 - Identify Conflict Factors

1. Draft analysis of interviews
2. Draft analysis of literature search
3. Memorandum recommending resources and tools
4. Memorandum describing potential audiences for resources and tools
5. List of resources and tools to be procured by the contractor and by Volpe Center staff

Task 3 - Obtain Resources and Tools

1. Electronic or hard copies of resources and tools
2. Outline for an implementation plan for the use of the resources and tools
3. Draft implementation plan

Task 4 - Test Resources and Tools

1. Identification of one potential location for pilot workshops and a statement of interest and commitment to participate from the recommended agencies and CBOs.
2. OPTIONAL: A proposal to do more than one pilot workshop
3. Draft concept, design, and agenda for each workshop
4. A PowerPoint presentation for use in the workshops
5. Contact information for workshop participants
6. Proceedings of each workshop that includes the characterization of lessons learned

Task 5 – Assemble a Final Set of Resources and Tools

1. Electronic copies of all resources and tools that will be distributed by the FHWA and FTA sponsors
2. Documentation of the workshops

IV. Project Outputs and Outcomes

There are four expected outputs of this project:

- ◆ Identification of transportation planning contexts or processes that are particularly likely to be characterized by miscommunication, misunderstanding, and conflict
- ◆ Articulation of factors that cause the miscommunication, misunderstanding, and conflict
- ◆ A set of resources and tools (“toolkit”) that can be replicated and used by both transportation agencies and community-based organizations to help mitigate conflict
- ◆ Documentation of the testing of that toolkit in a real-world transportation planning setting.

There are also four expected outcomes of this research project:

- ◆ Greater understanding of probable points of conflict between transportation planning agencies and the communities they serve
- ◆ Increased awareness among transportation planning agencies of the advantages of working with community-based organizations
- ◆ Increased capacity of community-based organizations to work collaboratively with transportation planning agencies and multiple stakeholders
- ◆ Higher levels of community satisfaction with the transportation planning process, particularly for those processes/settings where the toolkit resources are applied

ATTACHMENT B.

VOLPE CENTER/ACQUISITION MANAGEMENT DIVISION (AMD)
TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS

[REMINDER: Offerors and Contractors may obtain information on central contractor registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.]

FAR 52.213-4 Terms and Conditions – Simplified Acquisitions JUL 2004

(Other Than Commercial Items)

(c) FAR 52.252-2 Clauses incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these address(es): **www.arnet.gov/far;**

www.dot.gov/ost/m60/tamtar; farsite.hill.af.mil/vffar.htm.

(b)(1)(x) - DELETE 52.232-34 as the Volpe Center Payment Office uses the CCR database.

FAR 52.204-7 Central Contractor Registration OCT 2003

The following clauses marked with an "X" also apply to this RFQ/award. Those clause fill-ins noted with an asterisk (*) require completion by the contractor. Otherwise the Government is required to complete all fill-ins.

NUMBER	TITLE	DATE
<input type="checkbox"/> 52.207-5	Option to Purchase Equipment	FEB 1995
<input type="checkbox"/> 52.211-16	Variation in Quantity _____% Increase, _____% Decrease Applies to: _____	APR 1984
<input checked="" type="checkbox"/> 52.213-2	Invoices	APR 1984
<input type="checkbox"/> 52.213-3	Notice to Supplier	APR 1984
<input type="checkbox"/> 52.217-6	Option For Increased Quantity <i>Insert the period of time for exercising the option:</i> <u>Within 30 days before the contract expires.</u>	MAR 1989
<input type="checkbox"/> 52.217-8	Option to Extend Services <i>The written notice to exercise the option will be issued within:</i> <u>30 days before the contract expires.</u>	NOV 1999
<input type="checkbox"/> 52.217-9	Option to Extend the Term of the Contract <i>Insert the period of time within which the CO may exercise the option and give preliminary written notice:</i> <u>30 and 60 days respectively before the contract expires</u> (c) _____ <i>[Insert the total duration of the contract.]</i>	MAR 2000
<input type="checkbox"/> 52.219-3	Notice of Total HUBZone Set-Aside	JAN 1999
<input type="checkbox"/> 52.219-5	Very Small Business Set-Aside <i>Insert the Designated SBA District:</i> _____ <input type="checkbox"/> Alternate I <input type="checkbox"/> Alternate II	JUN 2003
<input type="checkbox"/> 52.219-6	Notice of Total Small Business Set-Aside <input type="checkbox"/> Alternate I	MAR 1999 JUN 2003
<input type="checkbox"/> 52.219-14	Limitations on Subcontracting	OCT 1995
<input type="checkbox"/> 52.222-43	Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts)	DEC 1996
<input type="checkbox"/> 52.222-47	SCA Minimum Wages & Fringe Benefits <i>Contractor:</i> _____ <i>Union:</i> _____	MAY 1989

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<input type="checkbox"/> 52.222-48*	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification *Offeror completes certification: Certification The Offeror certifies <input type="checkbox"/> does not certify <input type="checkbox"/> that equipment to be serviced are commercial items; services to be provided are at established catalogue prices; and contractor uses same compensation plan for all employees.	AUG 1996
<input type="checkbox"/> 52.223-6	Drug Free Workplace (Individuals)	MAY 2001
<input type="checkbox"/> 52.223-12	Refrigeration Equipment And Air Conditioners	MAY 1995
<input type="checkbox"/> 52.225-3	Buy American Act- Free Trade Agreements - Israeli Trade Act	JAN 2004
	<input type="checkbox"/> Alternate I	JAN 2004
	<input type="checkbox"/> Alternate II	JAN 2004
<input checked="" type="checkbox"/> 52.227-14	Rights in Data-General (Including Alternates I, II & III (JUN 1987))	JUN 1987
<input type="checkbox"/> 52.227-19	Commercial Computer Software-Restricted Rights	JUN 1987
<input type="checkbox"/> 52.227-23	Rights to Proposal Data (Technical) <i>Insert page numbers excluded from unlimited Government Rights: Except for data contained on pages _____</i> <i>Insert date of proposal: Proposal dated _____</i>	JUN 1987
<input type="checkbox"/> 52.232-2	Payments Under Fixed-Price Research and Development Contracts	APR 1984
<input type="checkbox"/> 52.232-18	Availability of Funds	APR 1984
<input type="checkbox"/> 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
<input type="checkbox"/> 52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
<input type="checkbox"/> 52.245-4	Government-Furnished Property (Short Form)	JUN 2003
<input type="checkbox"/> 52.246-1	Contractor Inspection Requirements	APR 1984
<input type="checkbox"/> 52.246-16	Responsibility for Supplies	APR 1984
<input type="checkbox"/> 52.247-35	F.O.B. Destination, Within Consignee's Premises	APR 1984
<input type="checkbox"/> 52.249-9	Default (Fixed-Price R&D)	APR 1984

OTHER FAR CLAUSES which apply to this award.

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

☐ 52.252-6 Authorized Deviations in Clauses (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Transportation Acquisition Regulation (48 CFR Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

☐ 52.219-17 Section 8(a) Award (DEC 1996) (DEVIATION)

Procurement Request No. 46-3102

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) (DELETED)

(2) Except for novation agreements and advance payments, delegates to the RSPA/Volpe Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the RSPA/Volpe Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the RSPA/Volpe Center.

(e) **(NEW)** This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: _____.

☐ **52.222-42 -- Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

☐
52.2
23-
11 --

Ozone-Depleting Substances (MAY 2001)*

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

Transportation Acquisition Regulation (48 CFR CHAPTER 12) Clauses
(TAR Clauses incorporated by reference)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
<input type="checkbox"/> 1252.211-71	Index for Specifications	OCT 1996
<input type="checkbox"/> 1252.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	OCT 1994
<input type="checkbox"/> 1252.222-71	Strikes or Picketing Affecting Access to a DOT Facility	OCT 1994

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<input type="checkbox"/> 1252.223-70*	Removal or Disposal of Hazardous Substances- Applicable Licenses and Permits *Offeror completes certification: The Contractor certifies that it has * ___ does not have * ___ all licenses and permits required by Federal, state and local laws to perform hazardous substance(s) removal or disposal services. <i>[Insert period of time for obtaining all requisite licenses and permits]</i> ___ days after award.	DEC 1997
<input type="checkbox"/> 1252.223-71	Accident and Fire Reporting	OCT 1994
<input type="checkbox"/> 1252.223-72	Protection of Human Subjects	OCT 1994
<input type="checkbox"/> 1252.228-70	Loss of or Damage to Leased Aircraft	DEC 1997
<input type="checkbox"/> 1252.228-71	Fair Market Value of Aircraft <i>[Insert fair market value]</i> (a) \$ _____	OCT 1994
<input type="checkbox"/> 1252.228-72	Risk and Indemnities	DEC 1997
<input type="checkbox"/> 1252.236-70	Special Precautions for Work at Operating Airports	OCT 1994
<input checked="" type="checkbox"/> 1252.237-71*	Certification of Data *Offeror completes certification:	JAN 1996

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

<input type="checkbox"/> 1252.237-72	Prohibition on Advertising	JAN 1996
<input type="checkbox"/> 1252.242-71	Contractor Testimony	OCT 1994
<input type="checkbox"/> 1252.247-72	F.O.B. Origin Only	OCT 1996
<input checked="" type="checkbox"/> 1252.247-73	F.O.B. Destination Only	OCT 1996
<input type="checkbox"/> 1252.247-77	Supply Movement in the Defense Transportation System	OCT 1996

Other TAR Clauses which apply to this award:

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

VOLPE CENTER CLAUSES**☒ Volpe 197 --- DOT Information Security Requirements (APR 2003)****1. ☐ Access to Sensitive Information.**

- a. Work under this contract may involve access to sensitive information, as described in paragraph d below, which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.
- b. The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1630.2B, Personnel Security Management.
- c. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.
- d. Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.”

2. ☐ Information Technology (IT) Services.

- a. The contractor shall be responsible for IT security for all systems operated by or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.
- b. Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet Government IT security requirements including: OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

Procurement Request No. 46-3102

- c. The contractor shall screen their personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management and ensure contractor employees are trained annually in accordance with OMB Circular A-130, GISRA, and NIST requirements with a specific emphasis on rules of behavior.

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- d. The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.
- e. The contractor shall include the above requirements in any subcontract awarded for IT services.
- f. IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.

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**VOLPE CENTER/ACQUISITION MANAGEMENT DIVISION (AMD)
PROVISIONS AND REPRESENTATIONS —SIMPLIFIED ACQUISITIONS**

The following provisions marked with an "X" apply to this award. Those provision fill-ins noted with an asterisk (*) require completion by the contractor. Otherwise the Government is required to complete the fill-in.

☒ **1. FAR 52.204-3 Taxpayer Identification (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

****(d) Taxpayer Identification Number (TIN).***

- ☐ ***TIN: _____.** (Please Provide)
- ☐ **TIN has been applied for.**
- ☐ **TIN is not required because:**
- ☐ **Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;**
- ☐ **Offeror is an agency or instrumentality of a foreign government;**
- ☐ **Offeror is an agency or instrumentality of a Federal Government;**
- ☐ **Other. State basis. _____**

****(e) Type of organization.***

- ☐ **Sole proprietorship;**
- ☐ **Partnership;**
- ☐ **Corporate entity (not tax-exempt):**
- ☐ **Corporate entity (tax-exempt):**
- ☐ **Government entity (Federal, State, or local);**
- ☐ **Foreign government;**
- ☐ **International organization per 26 CFR 1.6049-4;**
- ☐ **Other _____.**

****(f) Common Parent.***

- ☐ **Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.**

☐ **Name and TIN of common parent:**

Name _____ **TIN** _____

☒ 2. FAR 52.219-1 Small Business Program Representations (MAY 2004)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is 6 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- * (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- * (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*
The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- * (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*
The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- * (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*
The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- * (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- * (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*
The offeror represents, as part of its offer, that -
 - * (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - * (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

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- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

☐ 3. FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

* (b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror ☐ is, ☐ is not an emerging small business.

* (c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 -- 100	<input type="checkbox"/> \$1,000,001 -- \$2 million
<input type="checkbox"/> 101 -- 250	<input type="checkbox"/> \$2,000,001 -- \$3.5 million
<input type="checkbox"/> 251 -- 500	<input type="checkbox"/> \$3,500,001 -- \$5 million
<input type="checkbox"/> 501 -- 750	<input type="checkbox"/> \$5,000,001 -- \$10 million
<input type="checkbox"/> 751 -- 1,000	<input type="checkbox"/> \$10,000,001 -- \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

☐ 4. FAR 52.219-20 -- Notice of Emerging Small Business Set-Aside (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

☐ 5. FAR 52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

- * Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 -- 100	<input type="checkbox"/> \$1,000,001 -- \$2 million
<input type="checkbox"/> 101 -- 250	<input type="checkbox"/> \$2,000,001 -- \$3.5 million
<input type="checkbox"/> 251 -- 500	<input type="checkbox"/> \$3,500,001 -- \$5 million
<input type="checkbox"/> 501 -- 750	<input type="checkbox"/> \$5,000,001 -- \$10 million
<input type="checkbox"/> 751 -- 1,000	<input type="checkbox"/> \$10,000,001 -- \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

☐ 6. FAR 52.225-2 Buy American Act Certificate (June 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

* (b) Foreign End Products:

Line Item No.	Country of Origin
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

☐ 7. FAR 52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (JAN 2004)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

* FTA Country or Israeli End Products:

Line Item No.	Country of Origin
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

* Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

☐

Alternate I (JAN 2004). Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

* Canadian End Products:

Line Item No.

[List as necessary]

☐

Alternate II (JAN 2004). Substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

* Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

☐ 8. 52.226-2 Historically Black College or University and Minority Institution Representative (MAY 2001)

(a) *Definitions.* As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

* (b) *Representation.* The offeror represents that it-

- ☐ is ☐ is not a historically black college or university;
☐ is ☐ is not a minority institution.

☒ 9. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.arnet.gov/far.

<input type="checkbox"/> 52.217-3	Evaluation Exclusive of Options	APR 1984
<input type="checkbox"/> 52.217-4	Evaluation of Options Exercised at Time of Contract Award	JUN 1988
<input type="checkbox"/> 52.217-5	Evaluation of Options	JUL 1990
<input type="checkbox"/> 52.223-4*	Recovered Material Certification	OCT 1997

****Offeror certifies, by signing below, as to the compliant percentage of recovered materials to be used in the performance of this order:***

Signature: _____

Date: _____

Typed/Printed Name and Title: _____

Company Name: _____

☒ 10. *Offeror Required to Provide DUNS#: _____ (Please Provide)
 [See FAR 52.204-7]